

L-2197

**EMPLOYMENT CONTRACT
BETWEEN
THE METROPOLITAN NASHVILLE BOARD OF PUBLIC
EDUCATION
AND
DR. JESSE B. REGISTER**

This employment contract is entered into on June 14, 2011, by and between the Metropolitan Nashville Board of Public Education, hereinafter referred to as "Board," and Dr. Jesse Register.

WITNESSETH:

Whereas, the Board desires to appoint Dr. Jesse B. Register ("Dr. Register") as the Metropolitan Director of Schools and Dr. Register desires to accept that appointment;

NOW, THEREFORE, the parties agree as follows:

1. **Term.** The Board agrees to employ Dr. Register as the Metropolitan Director of Schools, to be known as "Director of Schools," for a term commencing on July 1, 2011, through and including June 30, 2015. At the Board's option, this Contract may be modified by mutual consent of both parties.
2. **Extension or Renewal.** This Employment contract may be extended or renewed, as permitted by applicable law. In the event that this Employment Contract is extended or renewed, all terms and conditions hereof shall apply to any extension or renewal term, unless specifically provided to the contrary in the extension or renewal agreement.
3. **Credentials.** Dr. Register represents that he will hold and maintain all certificates, credentials and qualifications required by law for Director of Schools and by the Board to accept and fulfill the administrative position of Director of Schools.
4. **Duties.** As Director, Dr. Register shall perform all duties and responsibilities and shall have the authority of the Director of Schools as established by State law, regulations of the Tennessee Board of Education, and the Board.
5. **Performance of Duties.**
 - a. Dr. Register agrees to perform the duties of Director of Schools in a competent and professional manner, subject to the established policies and regulations of the Board and the Tennessee Board of Education and the laws of the State of Tennessee, whether now in force or hereafter adopted, and to carry out, or cause to be carried out, the education program and

policies of the Board during the term of this Employment Contract. Dr. Register shall use his best efforts to maintain and improve the quality of education and the operations of the Metropolitan Nashville Public School System. Dr. Register shall devote his full working time to the School System and to engage in no other gainful employment during the term of this Employment Contract. [See Section 7 for exceptions for compensated professional activities.]

- b. Dr. Register shall have charge of the administration of the schools under the direction of the Board. Dr. Register:
 - i. Shall be responsible for carrying out Board policies and procedures;
 - ii. Shall direct and assign teachers and other employees of the schools under his supervision;
 - iii. Shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School System and is consistent with Board policy;
 - iv. Shall select all personnel, in conformity with applicable law;
 - v. Shall from time to time suggest regulations, rules and procedures deemed necessary for the well-being of the School System; and,
 - vi. Shall perform all duties incident to the office of Director and such other duties as may be prescribed by law and/or by the Board.

6. Ethics, Conflicts of Interest and Acceptance of Gifts.

Dr. Register warrants that he has no conflict in any manner or degree with the performance of service required under this Contract. Although the Director of Schools is not included as a "person covered" by Executive Order No. 007, Mayor Karl Dean, March 17, 2008, Dr. Register shall comply with Order, title "Ethics, conflicts of interest, and acceptance of gifts on the part of employees of the Metropolitan Government," and Ordinance No. BL2007-1382, "Standards of Conduct, Disclosure of Interests, and Enforcement," any interpretations or clarifications by the board of Ethical Conduct of the Metropolitan Government created pursuant to Ordinance No. BL2007-1382, and all subsequent Executive Orders and Ordinances related thereto.

7. Outside Employment.

- a. Pursuant to T.C.A. §49-2-301(b)(1)(X), Dr. Register shall devote his "full time and attention to the duties of the director's position."

b. The Board shall not consider any outside professional activities for compensation performed for up to ten (10) days during his vacation leave to be in conflict with this provision.

8. Compensation.

a. **Base Salary.** The board agrees to pay Dr. Register on the basis of an annual base salary of \$253,045.00, beginning July 1, 2011. The salary shall be paid in accordance with the Board's payroll policy. The parties acknowledge that during the term of this Contract the Director's base salary may increase, but shall not decrease, by voluntary action of the Board. The base salary also shall be increased in the same percentage granted through any across-the-board salary increases to administrative personnel that might occur at any time during the course of this Contract or extension thereof.

b. **Withholding Deductions.** Salary payments shall be subject to such withholding and other payroll deductions as shall be required by law. Additionally, Dr. Register may request additional withholding and deductions as determined to be available and proper.

9. Fringe Benefits. Dr. Register shall be entitled to fringe benefits as provided below, in Subsections (a) through (i):

a. **Insurance.** Dr. Register shall be entitled to the following insurance benefits: life, medical, vision and dental, all of which the Board pays at a rate of 75%. Dr. Register shall be entitled to any and all other benefits as may be offered by the Metropolitan Nashville Public Schools to certificated employees for which he is eligible, including long-term disability insurance.

b. **Retirement Benefits.** Dr. Register shall be entitled to any retirement benefits for which he qualifies under state law. Currently under the Tennessee Consolidated Retirement System (TCRS), an employee vests at five (5) years.

c. **Personal Leave.**

i. **Vacation:** Dr. Register shall be entitled to twenty-five (25) days of paid vacation each school year, exclusive of legal holidays of the School System, which he shall schedule in consultation with the Board. Dr. Register is encouraged to use his vacation annually, but in the event that he is unable to use all his vacation leave for any given year, unused days may accrue and be carried over to the next year. The total number of accumulated vacation days, however, shall not exceed 90 working days as of June 30 of each year. Dr. Register may choose to "cash out" up to 15 days of accrued vacation each school

year. The term "school year" means the period commencing on July 1 and ending on June 30 of the following year. The Board agrees that written agreement by the Chair with written notice to the Board shall constitute Board agreement for the selected vacation time without the necessity of Board action.

- ii. Professional Growth and Development Leave: To the extent that the parties to this Contract shall from time to time agree, Dr. Register shall also be entitled to paid leave days for the purpose of professional growth and development activities, which shall include attendance at professional conferences and conventions. The Board agrees that written approval by the Chair with written notice to the Board shall constitute Board approval for the leave without necessity of Board action. Upon presentation of the appropriate receipts, the Board shall reimburse Dr. Register for actual and necessary expenses incurred by him while participating in such activities. It is agreed that Dr. Register will not receive compensation other than from the Board for professional growth and development activities.
- d. Sick Leave. Dr. Register shall be entitled to one-and-a-half (1 ½) sick days, with pay, per month of employment, to accrue during the term of this Contract.
- e. Membership Dues. The Board shall pay for Dr. Register's professional membership dues and costs of professional publications.
- f. Civic/Social Club Membership. Dr. Register shall be allowed to join any civic or social club of his own choosing provided that no money is paid by the Board to such club(s) and provided that membership in such club(s) is consistent with professional standing and responsibilities of the Director of Schools and do not create a conflict of interest as defined in Section 6.
- g. Automobile. The Board shall provide to Dr. Register a full-sized automobile for his use during the term of his Employment Contract. The Board is responsible for the purchase or lease of his vehicle and all expenses associated with it, including gas, maintenance and insurance. The Board further agrees to reimburse Dr. Register for any additional tax incurred by him in connection with his personal use of such automobile in accordance with the principles contained in Revenue Procedure 8148 and/or any other applicable revenue laws. At all times during the term of this Employment Contract and upon its expiration or termination, the automobile shall remain the property of the Board.
- h. Technology. The Board agrees to provide Dr. Register a cell phone (Blackberry or comparable equipment) for his use for business purposes during the term of his Employment Contract. The Board is responsible for the

purchase or lease of the phone and all expenses associated with it. The Board shall also provide Dr. Register adequate computers for his office and a laptop and printer for his use.

- i. **Accrued Leave Compensation.** Upon termination of Dr. Register's employment with the Board, he shall be entitled to compensation for all accrued vacation (up to 90 days). Dr. Register shall also be entitled to compensation for accumulated sick leave at the per diem rate paid to administrative employees. No compensation will be paid for any other accrued leave.
10. **Objectives and Evaluation.** In consultation and cooperation with Dr. Register, the Board shall determine the goals and objectives of the Metropolitan Nashville Public School System. At the end of the school year, the Board and Dr. Register shall evaluate the Metropolitan Nashville Public School System's activities and accomplishments in light of those goals and objectives. Dr. Register shall prepare annually a State of the Metropolitan Nashville School System Report. The Report and the evaluation of the activities and accomplishments in light of the goals and objectives shall be the basis of the evaluation of Dr. Register by the Board.
11. **Annual Medical Examination.** Dr. Register agrees to submit to an annual comprehensive medical examination by a licensed physician acceptable to the Board and to have the examining physician submit a statement of fitness to the Board each year during the term and any extension or renewal term of this Employment Contract. The medical information resulting from the examination shall be given to Dr. Register and shall be confidential.
12. **Non-Tenure.** It is mutually understood and agreed that this Employment Contract does not confer tenure upon Dr. Register in the position of Director of Schools, or in any other administrative positions in the School System. As consideration for ineligibility for tenure status, the Board agrees that Dr. Register shall not be transferred from the position of Director of Schools during the contract period and extension thereto.
13. **Termination For Cause.** The Board may terminate this Employment Contract at any time for cause, which means in the event that Dr. Register is unable to perform substantially all of his duties as Director due to disability, or for any act of moral turpitude, willful misconduct, dishonesty, fraud, willful insubordination, material breach of this Employment Contract, or for any reason established by State law. Dr. Register shall be entitled to a hearing before the Board, if he so desires. A hearing shall be requested by giving thirty (30) days written notice of said request. If Dr. Register is terminated for cause, no compensation shall be paid beyond the date of termination, and he shall forfeit any accrued vacation and/or sick leave as of the effective date of the termination.

14. **Termination Without Cause.** The Board may terminate this Employment Contract without cause upon 30 days notice. As consideration for this agreement, the Board agrees to pay Dr. Register an amount equivalent to 12 months of his current salary, or for the term of the Contract, whichever is less. If any other governmental entity with legal authority to do so causes the termination of Dr. Register due to imposed changes in the governance structure of Metro Nashville Public Schools, the Board agrees to pay Dr. Register an amount equivalent to 12 months of his current salary, or for the term of the Contract, whichever is less and for accumulated and unused sick leave.
15. **Resignation.** Dr. Register shall give the Board ninety (90) days written notice of his intent to resign, unless the Board by resolution agrees to accept a shorter period. Failure to give the required notice may result in the forfeiture of accumulated vacation days.
16. **Residence.** Dr. Register shall reside within Davidson County, Tennessee.
17. **No Assignment.** This Employment Contract is personal to the parties hereto, being a contract for personal services, and shall not be subject to assignment or transfer in any manner.
18. **Governing Law.** The Employment Contract is governed by the laws of the State of Tennessee.
19. **Severability.** Should any provisions herein be determined to be contrary to the laws of the State of Tennessee and unenforceable, such provisions shall be deemed severed and the remainder of this Employment Contract shall constitute the agreement of the parties.
20. **Headings.** Headings, as used throughout this Employment Contract, are for the convenience of the parties, and are not intended to be used to interpret any term or condition hereof.
21. **Entirety.** This Employment Contract represents the entire agreement and understanding of the parties with respect to the subject matter hereof, and supercedes any and all other statements or agreements, either oral or written, between the parties with respect to the subject matter hereof. This Employment contract may be amended only by an instrument in writing signed by both of the parties hereto.
22. This Employment Contract shall not be binding upon parties until it is dated, signed by the authorized representatives of the parties, and filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of July 1, 2011.

In witness whereof, Dr. Register and the duly authorized officers of the Board have executed this agreement.

METROPOLITAN NASHVILLE
BOARD OF PUBLIC EDUCATION
BY:



Gracie Porter, Chairperson
Metropolitan Nashville Board of
Public Education

DR. JESSE B. REGISTER

BY:

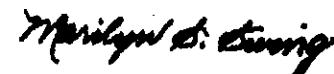


Dr. Jesse B. Register
Metropolitan Director of Schools

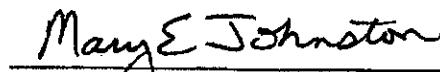
APPROVED AS TO THE
AVAILABILITY OF FUNDS:


Rich Riebeling, Director, Department of
Metropolitan Finance

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:


Date Filed: JUN 30 2011
Chris Henson, Assistant
Superintendent of Business and
Facility Services, Metropolitan
Nashville Public Schools

APPROVED AS TO FORM AND
LEGALITY


Mary E. Johnston
Metropolitan Attorney